

Pottawattamie Co.

AFSCME Council 61 (Mixed)

7/1/2005

6/30/2007

AGREEMENT

BETWEEN

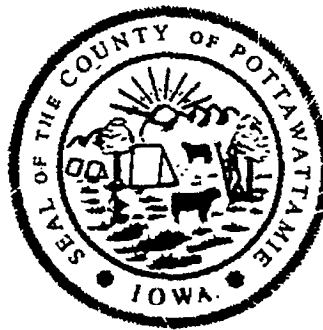
POTTAWATTAMIE COUNTY, IOWA

AND

LOCAL 2364, AMERICAN FEDERATION OF STATE,

COUNTY, AND MUNICIPAL EMPLOYEES

Courthouse Employees
AFSCME/Iowa Council 61



July 1, 2005

to

June 30, 2007

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Preamble

THIS AGREEMENT is executed by Pottawattamie County, Iowa, hereinafter called "Employer", and Local 2364, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called "Union".

ARTICLE 1 **Recognition**

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of Pottawattamie County, Iowa, in the following bargaining unit established pursuant to Order of Certification dated May 3, 1994, in PERB Case No. 5020 and amended to-wit:

INCLUDED: Full and part-time employees in the County Attorney, Planning & Development, Auditor, Recorder, Building & Grounds, Treasurer, Care Facility and Mental Health departments which have incumbents in the following job classifications:

Receptionist	Maintenance Worker I
Secretary I	Maintenance Worker II
Secretary II	Maintenance Worker III
Administrative Assistant	Assistant Building Superintendent
Data Encoder	Zoning Health Inspector
Assistant to the Deputy	Transfer Station Operator
Microfilm Clerk	Custodian
Clerk I	Cashier
Clerk II	Drainage Assessment Processor
Account Clerk I	Account Clerk II

EXCLUDED: County Attorney, Chief Deputy County Attorney, Assistant County Attorney, Attorney, County Auditor, First and Second Deputies in the Auditor's, Recorder's and Treasurer's offices, Payroll Supervisor, Building & Grounds Superintendent, Care Facility Administrator & Assistant Administrator, Director of Planning & Development, County Recorder, County Treasurer, and all other employees excluded by Section 4 of the Act,

and including or excluding those employees added or deleted to the bargaining unit by the Employment Relations Board during the effective period of this Agreement.

ARTICLE 2
Intent and Purpose

Section 1. The Employer, the Union and the employees, recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Pottawattamie County.

Section 2. The Employer, the Union and the employees, further recognize and declare their mutual desire to promote harmonious relationships among the parties covered by this Agreement, to establish equitable and peaceful procedures for the resolution of grievances, and to assure the effective and efficient operation of Pottawattamie County.

ARTICLE 3
Dues Checkoff

Section 1. Dues Deduction

- A. Upon receipt of a voluntary written individual authorization from any employees covered by this Agreement, on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union.
- B. Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the Employer. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amounts as shall be certified to the Employer in writing by the authorized representative of the Union.
- C. Such orders shall be terminable, with written notice to the Employer and the Union. either during the last two (2) weeks of the last year of each contract or within a two (2) week period following the anniversary date of the Employee's authorization to deduct dues. The Employer agrees not to hold request to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the employee's notice to terminate dues deduction.
- D. The Union shall indemnify the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this section.
- E. No other Employee organization shall be granted or allowed to maintain payroll deduction for employees covered by this agreement.
- F. The Employer shall submit to the Union, with each remittance of deductions, a list of all employees having such deductions. On a monthly basis, and at no cost to the Union, the Employer shall provide the Union with a list which, in a format agreeable to both parties, shows the bargaining unit employee's name, social security number, home address, payroll number and any other information mutually agreed upon.

- G. The Employer agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at anytime by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of the employee whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 4
Equal Opportunity

Section 1. The Employer and the Union agree to cooperate fully to ensure that there will be no unlawful discrimination against any employee or person seeking employment.

ARTICLE 5

Definitions

Section 1. A full-time employee is an individual who is hired for a period of forty (40) hours per week, or more. A full-time employee is entitled to benefits as outlined in this agreement.

Section 2. A regular part-time employee is an individual who is hired for a period of 24 to less than 40 hours per week. A regular part-time employee shall receive benefits in accordance with Article 24 of this agreement.

Section 3. A part-time employee is an individual who is hired for a period of less than 24 hours per week and is not entitled to benefits under this agreement unless specified in this Agreement.

Section 4. A temporary employee is one who is hired for a period of less than 4 months per calendar year.

Section 5. Appointing authority is defined as County officials who have the authority to appoint individuals to positions in the County service.

Section 6. A regular employee is an employee, other than a temporary employee, who has completed the introductory period.

Section 7. Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement, shall be limited to mean "regular" employee.

Section 8. Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 9. Union, as referred to in this Agreement shall mean Local 2364 of the American Federation of State, County and Municipal Employees, AFL-CIO.

Section 10. Employer, as referred to in this Agreement, shall mean Pottawattamie County, Iowa, acting through its Board of Supervisors, elected officials or other persons designated by the Board of Supervisors to act on its behalf.

Section 11. Bargaining unit shall refer to the regular employees within the eligible job classifications pursuant to the Order of Certification in Case No. 5020 of the Iowa Public Employment Relations Board, as it may be amended from time to time.

Section 12. Anniversary date is defined as the date an employee begins his/her latest employment with Pottawattamie County.

Section 13. Board, as referred to in this Agreement, shall mean the Pottawattamie County Board of Supervisors.

Section 14. County, as referred to in this Agreement shall mean Pottawattamie County, Iowa.

Section 15. Demotion is defined as the movement of an employee from one class to another class with a lower pay grade or lower maximum rate of pay.

Section 16. Department head, as referred to in this Agreement, shall mean an elected or appointed official that is in charge of a County department or office and is responsible for its operation.

Section 17. Elected Official, as referred to in this Agreement, shall mean the County Auditor, Attorney, Recorder, Sheriff and Treasurer.

Section 18. Promotion is defined as the movement of an employee from a position of one class to a position of another class having a higher maximum salary rate.

Section 19. Job Classification Date is defined as the date an employee is promoted or allocated to a new job classification.

ARTICLE 6
Management Rights

Section 1. In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- a) the right to manage the Employer's operations and to direct the working force;
- b) the right to hire employees;
- c) the right to maintain order and efficiency;
- d) the right to extend, maintain, curtail or terminate operations of the Employer;
- e) the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- f) the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- g) the right to create, modify and terminate departments, job classifications and job duties;
- h) the right to transfer, promote and demote employees;
- i) the right to discipline; and the right to suspend or discharge employees for proper cause;
- j) the right to lay off;
- k) the right to determine the number and starting times of shifts, the number of hours and days in the work week, hours of work, and the number of persons to be employed by the Employer at any time;
- l) the right to enforce and require employees to observe rules and regulations set forth by the Employer;

provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

Section 2. The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement, all of the rights, powers and authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

ARTICLE 7

Union Rights and Responsibilities

Section 1. The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following, to-wit:

- a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union, and the public.

Section 2. The Employer will not interfere with the rights of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The parties will not discriminate against an employee because of an employee's support or non-support, or participation or non-participation, in Union affairs and activities. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

Section 3. For purposes of conducting Union business, the Employer agrees that a duly authorized representative of the Union may have access to the Employer's premises at reasonable times during working hours with the prior consent of the supervisor. Such visits shall not interfere with the performance of the job duties of any employee.

Section 4. The Employer agrees to furnish and maintain one bulletin board or portions of bulletin boards, in convenient places in County offices to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 5. The Employer may permit a limited amount of legitimate Union activity by local Union representatives, provided that such activity does not interfere with the performance of the job duties of any employee or cause any employee to be away from his assigned place of work, and provided further that work load requirements will not suffer as a result of such activity. When circumstances allow, the local Union representative shall request the amount of time off needed to conduct union activities, one (1) work day in advance. The request shall be made to the employee's immediate supervisor. The names of such authorized representatives shall be supplied to the Board of Supervisors, County Attorney, County Auditor, County Recorder and County Treasurer in writing and updated as changes occur.

Section 6. The Employer agrees that if negotiation meetings are mutually agreed upon to take place during working hours, the Employer will allow one employee from each department represented time off to attend such meetings without loss of pay.

ARTICLE 8
Work Stoppage

Section 1. The Employer agrees that during the term of this agreement, it will not engage in any lockout of its employees.

Section 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of Section 3 of this Article or of Section 12 of the Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out public announcements, letters, bulletins, telegrams and employee meetings, to bring about an immediate resumption of normal work.

Section 5. In the event of a violation of any section above, all legal censures of the Act shall apply.

ARTICLE 9

Hours of Work

Section 1. This Article is intended to set forth the normal work week, but shall not be construed as a guarantee of hours of work per day or per week or days of work per week.

Section 2. The regular hours of work each day shall be consecutive except that it may be interrupted by a lunch break.

Section 3. The normal work week for all employees, will be forty (40) hours, starting Monday through Friday. The work week will commence at midnight Sunday and continue to midnight the following Sunday for purposes of computing pay and overtime.

Section 4. Employees shall report to work at a starting time and leave work at a quitting time as determined by the department head or elected official. All full-time courthouse employees shall work an eight (8) hour shift per day. The elected official or department head may modify the work schedule for flex time purposes.

Section 5. At the option of each individual employee, and with the prior approval of the department head or elected official, he/she shall receive either one half (1/2) hour unpaid lunch and two (2) fifteen (15) minute breaks, OR a one (1) hour unpaid lunch and no breaks per eight (8) hour shift.

Section 6. Work schedules are defined as an employee's assigned hours, day of week, days off and shift rotations. Schedule changes shall not be made for the purpose of avoiding overtime. Except for emergency situations, work schedules shall not be changes unless said changes are posted seven (7) days prior to the effective date of the change. Such changes shall be made for the purpose of more effectively, efficiently or economically carrying out the Employer's mission.

ARTICLE 10

Overtime

Section 1. Overtime will be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for all hours worked in excess of forty (40) hours in a work week. Paid leave shall be considered as hours of work in computing overtime for any employee.

Section 2. All overtime work shall be determined and must be authorized by a department head or elected official.

Section 3. The Employer shall offer overtime work in substantially equal amounts to qualified employees within each Department. Upon request, an employee or the Union may review the overtime equalization records as kept by each department.

Section 4. An employee who works four (4) hours beyond any eight (8) hour shift shall be granted time off to eat for one-half (1/2) hour at the employee's regular straight time rate of pay.

Section 5. Overtime shall not be used to punish or reward employees.

Section 6. No employee shall be paid or otherwise compensated more than once for work performed, nor shall pay, compensation or benefits be pyramided.

Section 7. The choice between cash and compensatory time shall be at the discretion of the Employee, however, no more than forty (40) hours of compensatory time may be accrued at any one time. Compensatory time must be used within one (1) year of when it was earned, if the compensatory time is not used within one (1) year of when it was earned, it will be paid in cash.

The Employer shall have the right to approve or disapprove of an employee's requested compensatory time off. In making his decision, the Employer shall consider work load requirements, and shall not consider individual personalities, nor shall he discriminate between or among such employees. If work load permits compensatory time off, seniority shall govern, however, the Employer may limit the number of employees off at the discretion of the Employer.

Section 8. **Call Back Time**

An employee who is called back to work by the Employer shall be paid a minimum of three (3) hours pay at the straight time rate, unless such callback is two (2) hours or less prior to the employee's regular shift.

ARTICLE 11

Holidays

Section 1. Regular and introductory employees shall be granted ten (10) paid holidays: New Year's Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Section 2. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

All work performed on any observed holiday shall be compensated for at the rate of one and one-half (1 ½) times the actual number of hours worked on such holiday, in addition to holiday pay which shall constitute eight (8) hours of pay at straight time at the employee's rate of pay at the time of the observed holiday.

Section 3. A holiday, for time worked, shall be defined as a twenty-four (24) hour period commencing at 12:00 AM midnight and ending the following 12:00 AM midnight.

Section 4. An employee shall be eligible to receive holiday pay if the employee worked on the last scheduled workday preceding the holiday and the first scheduled workday following the holiday, unless the employee was absent pursuant to prior authorization by the Employer.

Section 5. In the event that a holiday falls within an employee's vacation period, such day shall not be counted as a day of vacation. In the event that a holiday occurs during an employee's bona fide sick leave, such employee shall receive holiday pay at the straight time rate and such day will not be counted against the employee's sick leave.

ARTICLE 12

Leaves of Absences

A. Sick Leave

Section 1. Sick leave shall be used for personal illnesses and injury, including on the job injury or disability, subject to the provisions set out hereinafter. Sick leave may also be utilized for medical and dental appointments. Sick leave will not be allowed if an employee is injured while gainfully employed by a different employer.

Section 2. An employee shall be granted one and one-half (1 1/2) working days of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of one hundred twenty (120) working days. Sick leave hours shall be taken in fifteen (15) minute increments. An introductory employee will not be allowed sick leave until the employee completes their introductory period, at which time such employee will be credited with the number of days earned from the employee's date of hire.

Section 3. Except in cases of serious confining illnesses which are certified by a physician, sick leave will not be paid on the working day immediately preceding or following a holiday, unless the Employer is confident such sick leave is not being abused.

Section 4. The Employer reserves the right to require a physician's certification for any absence of more than three (3) days. The cost of obtaining a physician's certification, if such certification is required by the Employer pursuant to this section, shall be borne by the Employee.

Section 5. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible, but in any event, not later than the starting time of the employee's workday, unless the personal illness or injury occurs while at work.

Section 6. An employee may utilize up to forty (40) hours of earned sick leave per contract year for the care and necessary attention to ill or injured members of the employee's immediate family. Immediate family is defined as husband, wife, child, parent, step-child, mother-in-law or father-in-law.

Immediate Family Serious Illness/Injury:

The employee may utilize up to two-hundred-forty (240) hours of their sick leave if a serious health condition affects a member of the employee's immediate family. When granting additional sick leave, the county shall adhere to the definition of a "serious health condition" as outlined in the Family & Medical Leave Act of 1993. In order to qualify for additional sick leave, the employee must have a FMLA request on file accompanied by a physician's certification.

Section 7. Effective July 1, 1991, all employees shall be eligible for cash reimbursement of unused sick leave in an amount not to exceed \$2,000.00 provided the employee meets the retirement formula of "88" as prescribed by IPERS. The sick leave reimbursement shall be as follows:

<u>Employed</u>	<u>% Maximum</u>
Less than 10 years	0%
10 to 14 years	50%
15 to 19 years	75%
20 years or greater	100%

Section 8. An employee who has accumulated 120 days (960 hours) of sick leave may convert ¼ of his/her accumulated sick leave in excess of 120 days (960 hours) to vacation leave.

Section 9. An employee who has exhausted their sick leave may participate in the sick leave donation program as outlined in the county personnel policy manual.

B. Medical Leave of Absence Without Pay

Section 1. The Employer will adhere to the Family and Medical Leave Act policy outlined in the Pottawattamie County Personnel Policy Manual.

C. Funeral Leave

Section 1. An employee who has completed the introductory period will be granted, at the discretion of the employee, up to three (3) full days of paid funeral leave in order to arrange and attend the funeral of the employee's mother, father, wife, husband, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, or grandchild, be they related by blood or marriage and any other persons who are members of the employee's household. Introductory employees may receive two (2) days for the above listed family members.

Section 2. An employee who has completed the introductory period will be granted one (1) day of paid funeral leave to attend the funeral of a fellow employee or to attend the funeral of a relative not listed in Section 1 above.

Section 3. An employee who has completed the introductory period will be granted one-half (1/2) day without pay to attend the funeral of a neighbor or close friend, or to act as a pallbearer funeral attendant.

D. Jury Duty

Section 1. An employee who has completed the introductory period and is selected for jury duty shall receive a paid leave of absence for the time the employee spends on such duty. Said employee shall receive regular wages and shall turn over to the Employer jury service fees.

Section 2. An eligible employee who is summoned for jury duty but is not selected, or who is released from jury duty by 1:00 P.M. on a normal workday, shall report to work immediately.

Section 3. If an employee is called for jury duty, the employee shall promptly notify the employee's immediate supervisor.

Section 4. An employee required by subpoena to appear in a court proceeding in which the employee is not a party to the proceedings, shall be allowed up to one (1) day paid leave of absence. Additional unpaid leave shall be granted as required to comply with the subpoena. Said employee shall turn over subpoena fees to the Employer.

E. Military Leave

Section 1. All employees, other than employees employed temporarily for six (6) months or less, who are members of the National Guard, organized reserves or any component part of the Military, Naval, or Air Forces or Nurse Corp of this state or nation, or who are or may be otherwise inducted into the military service of this state or of the United States, shall be, when ordered by proper authority to active state or federal service, entitled to a leave of absence from their employment with the Employer for the period of such active state or federal service, without loss of status or efficiency rating, and without loss of pay during the first thirty (30) days of such leave of absence, for the period of one calendar year. The Employer may make a temporary appointment to fill any vacancy created by such leave of absence, and may require documentation of such military service.

F. Voting Leave

Section 1. An employee required to work for all of the hours during which the polls are open on an election day, shall be given sufficient time off to vote.

G. Maternity Leave

Section 1. An employee, having completed the introductory period, may expend accumulated amounts of sick leave or other accumulated paid leave time when unable to perform her normal work duties by reason of pregnancy when supported by a physician's statement that the pregnancy will not permit the employee to perform her normal work duties.

Section 2. An employee who has exhausted her allowance of sick leave shall be entitled to maternity leave without pay, provided that all maternity leave shall be supported by a physician's statement that the employee is unable to perform her normal work duties.

Section 3. An employee on maternity leave will normally be expected to return to work within eight (8) weeks after termination of her pregnancy unless she presents a physician's statement that she is unable to perform her normal work duties.

Section 4. Ten (10) days following the termination of pregnancy, the employee shall present a physician's statement stating when the employee is able to return to work. The employee shall return to work within three (3) days of such date, or any other date by reason of extension granted by the Employer.

H. Leave of Absence Without Pay

Section 1. A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been requested by an employee who has completed the introductory period and has been approved by the Employer in writing. The employee will be given a copy of the authorization.

Section 2. Upon termination of any such leave of absence, the employee shall return to work in the same step or capacity as when the employee left, provided that during such period no employee shall earn sick leave, vacation or other leave. The Employer may require an employee to have a physical examination, at the employee's expense, to verify the employee's physical ability to return to work.

Section 3. In the event an employee fails to return to work at the end of any such leave, the employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

Section 4. During a leave of absence without pay, the employee:

- a) must pay the entire premium for group hospital insurance by the 15th of each month.
- b) must pay the entire premium for group life insurance by the 15th of each month.
- c) shall not acquire additional seniority during said leave.

The Employer may make exceptions to any of the above conditions (a-c) for leaves not exceeding thirty (30) days.

ARTICLE 13

Vacations

Section 1. Every regular full-time employee shall be eligible for paid vacation leave after six (6) months of continuous service with the Employer. Rules defining vacation use and accumulation are as follows:

Vacation shall be accrued on a bi-weekly basis in accordance with the following schedule:

<u>Employment Requirements</u>	<u>Vacation Period</u>	<u>Bi-Weekly Rates</u>
From date of employment:	Ten (10) work days per year	3.0770 hours
After 4 years of continuous service:	Fifteen (15) work days per year	4.6154 hours
After 9 years of continuous service:	Eighteen (18) work days per year	5.5385 hours
After 14 years of continuous service:	Twenty (20) work days per year	6.1539 hours

Section 2. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

Section 3. Vacation shall be granted at the time requested by the employee subject to the provisions of this Article. The Employer shall have the right to approve or disapprove of an employee's requested vacation period, considering the scheduling requirements of the department, and shall not consider individual personalities, nor shall the Employer discriminate between or among employees. If the work load permits vacation, but the number of persons on vacation must be limited, all vacation requests submitted thirty (30) days in advance shall be approved on the basis of seniority. Employees shall receive written approval or denial of their vacation request within five (5) working days of the date submitted. Vacation requests submitted less than thirty (30) days in advance shall be approved on a first come-first serve basis.

Section 4. If an employee is terminated for any reason, the employee shall be paid the vacation earned and not taken prior to termination.

Section 5. Vacation leave shall not be earned by any employee on a leave of absence without compensation.

Section 6. All earned vacation leave shall be paid to the employee before an employee is granted a leave without pay.

Section 7. Vacation shall be taken in one (1) hour increments or less if approved. Officially designated holidays within a period of vacation leave shall not be counted against vacation.

Section 8. Vacation leave may not be taken in advance.

Section 9. Employees may elect to carry over vacation from year to year as follows:

Date of hire to six (6) years:	5 days
After six (6) years to 15 years:	10 days
After fifteen (15) years to twenty (20) years:	15 days
After twenty (20) years:	20 days

All remaining vacations earned must be taken by the employee prior to the employee's next anniversary date, unless a vacation was scheduled by the employee, canceled by the Employer, and not able to be taken prior to the employee's next anniversary date.

ARTICLE 14

Grievance Procedure

Section 1. A grievance is defined as a dispute an employee may have with the Employer concerning the interpretation, application or violation of the express terms of this Agreement by the Employer. Should an employee have a grievance, it shall be adjusted in the following manner.

Step I. The employee or the Union Steward shall initiate a grievance with the immediate supervisor within seven (7) working days after the alleged incident upon which the grievance is based, by presenting to such immediate supervisor a short and plain statement of the employee's complaint in writing. Within five (5) working days the immediate supervisor will verbally notify the employee of the supervisor's decision.

Step II. If the grievance is not settled in Step I, it may be appealed by the Employee or the Union Steward within seven (7) working days after the answer of the Supervisor. The grievance shall be reduced to writing, signed by the employee or the Union Steward, and will specifically state the facts and provisions of the alleged violation. The written grievance shall be submitted to the elected official, department head or the County's designated representative, who shall answer in writing within five (5) working days after the grievance is presented.

Step III. If the grievance is not settled in Step II, it may be appealed to arbitration by the employee or the Union. Written notice of a request for arbitration must be submitted to the County Board of Supervisors County representative within fifteen (15) working days after the answer is due in Step II. The written notice shall be signed by the employee and a representative of the Union and shall state the specific section of this Agreement which is to be considered by the arbitrator and the specific issue or issues which are raised.

When a timely request has been made for arbitration, a representative of the Employer and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within five working days of the Employer's receipt of the arbitration notice, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Upon receipt of the list, the party requesting arbitration shall strike the first name; the other party shall then strike one (1) name and this process will be repeated so that the remaining person shall be the arbitrator. Either party upon receipt of the list of five (5) persons may reject the list in total and request another list.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue or issues submitted in writing by the parties and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall submit the decision in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be final and binding on both parties.

The fees and expenses of the arbitrator will be shared equally by both parties. Each party will pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of the stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of each transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

Section 2. If an answer to a grievance is not presented to the employee by the Employer within any of the time limits specified in this Article, it is presumed that the grievance is denied and the employee may proceed to the next step of the grievance procedure. Failure by an employee, his Steward, or the Union to initiate or process a grievance within the time limits specified shall constitute a bar to initiating or processing such grievance.

Section 3. Grievances may be investigated, processed, and presented by a Steward during working hours within reasonable time limits without loss of pay, provided at least twenty-four (24) hour notice is given and the work load permits. The Employer's determination as to work load shall be subject to arbitration only to the extent that the Employer's action is shown to be an attempt to frustrate the grievance procedure, discrimination between or among employees, or to harass or coerce the Union.

Section 4. The parties may mutually agree to extend any of the above timeframes commencing with Step II.

ARTICLE 15

Seniority/Transfer

Section 1. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire with the County.

Section 2. New employees shall be added to the seniority list from their date of hire after completing the introductory period.

Section 3. The seniority list for employees shall be maintained by the Employer and renewed and posted on employee bulletin boards once a year. A copy of the seniority list shall be made available upon request by the Union. Any protest as to the correctness of the list must be made in writing to the Employer within thirty (30) calendar days.

Section 4. Seniority and the employment relationship shall be broken and terminated if an employee quits for any reason; is discharged for just cause, is absent from work without notification to and authorization from the Employer; is laid off for a period exceeding twelve (12) months or the employee's seniority, whichever is lesser; is on layoff and fails to report to work within the time period set out in the Article on Procedures for Staff Reduction; or fails to report to work on the next scheduled work day at the completion of a leave of absence.

Section 5. An employee promoted from the bargaining unit shall retain but shall not continue to accrue bargaining unit seniority.

Section 6. If a vacancy occurs or a new job is created in the bargaining unit other than a temporary vacancy or job, or if a vacancy or new job is anticipated by the Employer, then the Employer shall post such job for a period of ten (10) working days, during which time employees may apply for the job. The application shall be in writing and submitted to the elected official, department head, or a designated representative.

In making the selection, the Employer shall consider the applicant's qualifications, ability to perform, and seniority. Applicants within the department shall be considered by seniority before an applicant outside the department. If qualifications and ability to perform are equal, then seniority shall govern. However, in the event that no employee applicant is qualified for the job, the Employer reserves the right to select a person from outside the unit. Senior employees not selected for a job given to a junior employee, or to a person from outside the bargaining unit, may request a written explanation.

The Employer shall adhere to the employment and closed promotional policies contained within the Pottawattamie County Personnel Policy manual in filling positions.

Section 7. It is the right of the Employer to determine when a job is vacant and when it will be filled.

Section 8. A grievance alleging a violation of this Article may be commenced at Step II of the grievance procedure.

Section 9. A promotion is defined as the movement of an employee from a job classification to a job classification having a higher maximum salary rate. An employee who is promoted shall advance to the appropriate promotional pay grade assigned to the promoted job classification and shall go to the pay step that guarantees a minimum of a 5% pay increase. Employees shall advance through the wage progression annually, based on their new job classification date.

ARTICLE 16
Procedures for Staff Reduction

Section 1. In the event the Employer determines that employees must be laid off, layoffs shall be by job classification within each county department.

Section 2. All temporary, part-time and regular part-time employees shall be laid off within the affected job classification and the affected county department prior to any full-time employees.

Section 3. When the Employer eliminates or abolishes a position, the displaced employee shall be permitted to bump the least senior employee in his/her department and/or job classification, or any job classification formerly held by the displaced employee, provided he/she is qualified and able to perform the work.

Section 4. An employee to be laid off will be notified thereof in writing at least ten (10) working days prior to the effective date of the layoff.

Section 5. No new employees will be employed in the affected county department while a laid off employee remains on the affected job classification recall list for the affected county departments.

Section 6. Employees shall remain on the recall list for a period not to exceed one (1) calendar year from the date of the employee's lay-off.

Section 7. An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail to the employee's latest address.

Section 8. An employee shall report to work within one hundred twenty (120) hours after notice of recall is received or within one hundred sixty-eight (168) hours after notice of recall is mailed, whichever is lesser, unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said effective date.

ARTICLE 17

Light Duty

The Employer may allow an employee to return to work on a "light duty" basis if the employee has a physician's statement that releases the employee with limitations and/or restrictions. The light duty policy will be in accordance with the following criteria:

1. If there is a light duty position or work duties available within the department that satisfies the restrictions set forth by the physician, the employee will be assigned to said position or duties.
2. If there is a light duty assignment available outside of the department that satisfies the restrictions set forth by the physician, the employee may be assigned to said position.
3. Light duty is not meant to be a permanent work arrangement, therefore an employee will be placed in a light duty position for a period of time equal to the shorter of:
 - a. the time the employee remains under physician's restricted release, or
 - b. the light duty job is no longer available

If an employee remains on restricted status following the completion of thirty (30) calendar days of light duty, his/her health condition will be evaluated to determine whether or not further light duty is appropriate.

An employee shall receive the pay and benefits of their regular job classification as directed by this labor agreement, during their assignment to a light duty position.

ARTICLE 18

Insurance

Section 1. The Employer shall provide the following health insurance plans for employees.

- a) Preferred Provider Organization

Section 2. Employees electing to participate in the Employer's health insurance program shall contribute the following for contract year 2005-2006 for the coverage of their choice.

- a) Single Coverage Twenty-five dollars (\$25.00) per month
- b) Dependent Coverage One hundred dollars (\$100.00) per month

The remaining portion of the single or dependent premium shall be paid by the Employer.

For the contract year, July 1, 2005 and ending June 30, 2006, the health care benefits for affected employees are referenced in Appendix "C", the PPO Plan attached to this agreement.

For the contract year July 1, 2006 and ending June 30, 2007, the parties agree that the Board of Supervisors may elect to reopen the contract for wages and insurance if the PPO health insurance premium rate increase exceeds twelve percent (12%) for the same coverage. If the premium rate increase is 12% or lower, the county shall maintain the health care program and benefits as outlined in Appendix E for the 2006/2007 contract year and the employee shall maintain the contribution level as indicated above.

Section 3. The Employer shall provide, at no cost to the employee, a Group Term Life Insurance Plan in the amount of ten thousand dollars (\$10,000.00), with ten thousand (\$10,000.00) dollars of additional accidental death and dismemberment insurance. The Employer shall also provide Group Term Life Insurance in the amount of ten thousand dollars (\$10,000.00) of accidental death insurance if seat belts were worn for a death in a car accident.

Section 4. The Employer shall provide, at no cost to the employee, a long term disability insurance plan, with a one hundred and eighty (180) calendar day waiting period. The plan shall pay sixty percent (60%) of the employee's gross weekly pay.

Section 5. The Employer shall provide, at no cost to the employee, a preventive dental insurance policy which is referenced in Appendix "D" of this agreement.

ARTICLE 19

Health and Safety

Section 1. Safety & Health Committee

Recognizing the need to provide a safe and healthful workplace, the parties agree to establish a joint Safety/Health Committee which shall meet monthly, unless mutually agreed to otherwise, and for the purposes of identifying, avoiding or correcting unsafe or unhealthy working conditions or practices. The Committee shall be comprised of three (3) representatives chosen by the employer and three (3) representatives chosen by the bargaining unit.

The Committee shall:

- A. Make personal inspections, participate in government inspections, and investigate complaints concerning allegations of unsafe or unhealthy conditions or practices.
- B. Promote educational training, safety and certification programs which will motivate adoption of safe working habits.
- C. Review injury, accident, and inspection reports for unsafe and unhealthy patterns of a certain nature or work location.

Where, following, such meetings, agreement is reached as to the existence of an unsafe or unhealthy working condition, the Employer shall attempt to correct it within a reasonable time period.

Section 2. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling State and Federal requirements relating thereto.

Section 3. Tools & Equipment

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer.

Section 4. Protective Clothing

Protective wearing apparel required by the nature of a job shall be provided and maintained by the Employer. The Employer shall pay the actual cost of repairing an article of such protective clothing or equipment which is damaged unintentionally while on the job.

Section 5. Physical

If the Employer requires an employee to obtain a physical examination, the cost of the examination shall be provided by the Employer.

Section 6. Right to Refuse Work

No employee shall be required to perform work which they reasonably believe to be a hazard to their health or safety or that of any other employee, or for which they are inadequately trained. In cases where the employer disputes the existence of a hazard, the employee shall have the right to continue to refuse the work in question until the dispute has been settled through the grievance procedure.

ARTICLE 20

Wages

Section 1. Employees shall be compensated in accordance with the wage schedules attached hereto marked Appendix "B" effective July 1, 2005, herein incorporated by this reference. Wage schedules effective January 1, 2006, July 1, 2006 and January 1, 2007 shall be provided to the union upon implementation.

Effective July 1, 2005, all job classifications represented by the union shall receive a one and one-half percent (1 ½%) across the board wage increase.

Effective January 1, 2006, all job classifications represented by the union shall receive a one and one-half percent (1 ½%) across the board wage increase.

Effective July 1, 2006, all job classifications represented by the union shall receive a one and one-half percent (1 ½%) across the board wage increase.

Effective January 1, 2007, all job classifications represented by the union shall receive a one and one-half percent (1 ½%) wage increase.

The parties agree that the Board of Supervisors may elect to reopen the contract to discuss wages and insurance for the contract year July 1, 2006 – June 30, 2007, if the health insurance premium increase exceeds twelve percent (12%).

Section 2. The same compensation shall continue from year to year during the effective period of this agreement unless the party seeking modification shall cause a written notice to be served on the other party not later than October 1, of the year prior to the time when modification is desired.

Section 3. Employees shall be issued their paychecks bi-weekly on the Friday of the appropriate week. In the event that such Friday is a holiday, employees shall be issued their paychecks on the day immediately preceding such Friday which is not a holiday.

Section 4. New employees shall advance through the wage progression based on their employment anniversary. "Employment anniversary" means the employee's most recent date of hire. Promoted or reallocated employees shall advance through the wage progression based on their new job classification date.

Section 5. At such time as a new job classification is established, the Employer and the union shall meet to determine the appropriate bargaining unit designation and pay grade assignment.

B. Longevity Pay

Section 1. All regular full-time employees shall be paid, in addition to their base or normal hourly rate, longevity pay as follows:

<u>Years of Service</u>	<u>Hourly</u>
Upon completion of five (5) years service	\$.20/hr.
Upon completion of ten (10) years service	\$.40/hr.
Upon completion of fifteen (15) years service	\$.60/hr.
Upon completion of twenty (20) years service	\$.80/hr.

Effective July 1, 2006, an additional \$.05 per hour shall be added to each step of the longevity schedule.

C. Maintenance Staff Assigned to the Jail

Maintenance and custodial staff assigned to the Jail on a permanent basis shall receive an additional fifty cents (\$.50) per hour.

Maintenance and custodial staff directed to work within the secure parameters of the jail or juvenile detention facility on a temporary basis shall receive fifty cents (\$.50) per hour for every hour actually worked within the facility.

ARTICLE 21
Introductory Period

Section 1. All new employees shall serve an introductory period of six (6) consecutive months before becoming a regular employee. All employees who are promoted shall serve an introductory period of sixty (60) days in the new job classification before being confirmed in the new appointment. A newly hired employee may be terminated at any time during the introductory period for any reason, without recourse to the grievance procedure.

Section 2. During the introductory period, the employee may participate in the health and life insurance programs, sick leave accumulation, funeral leave and holidays. Introductory employees may participate in the health insurance program upon completion of the first thirty (30) days of employment. Upon successful completion of the introductory period, the employee will become a regular employee eligible for all other benefits provided to County employees.

ARTICLE 22

General Provisions

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 2. In the event any article, section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically specified in the court's decision; and upon issuance of such a decision, the Employer and the Union may agree to negotiate a substitute for the invalidated Article, section or portion thereof.

Section 3. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore the County and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 4. When existing rules, new rules and/or new or existing policies are changed or are established, they shall be posted prominently on all bulletin boards for a period of five (5) consecutive days before becoming effective. These work rules shall be reasonable and not conflict with any of the provisions of this Agreement. The Union shall initial the posting of rules and policies for notification purposes only.

Section 5. An employee or their designated representative, with written permission of the employee, shall have access to any material entered into the employee's personnel file by the Employer. In order to review the employee's personnel file, the employee or their designated representative must schedule an appointment with the Auditor's Office. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record.

Section 6. A committee will be set up for meeting quarterly to discuss issues of concern to both the employees and the Employer. The committee will consist of eight (8) members, four (4) members selected by the Union and four (4) members selected by the Employer. The purpose of this committee shall be to afford both labor and management a forum in which to communicate on items that may be of interest to both parties. The committees are established as a communication vehicle only and shall not have authority to bind either the Union or management with respect to any of the items discussed. Union representatives will be in pay status for all time spent in Labor Relations Committee meetings which are held during their regularly scheduled hours of employment.

Section 7. If an employee is requested to work in a higher rated job classification for a period exceeding five (5) days consecutive working days, he/she shall receive at least the minimum hourly rate for the higher rate job classification effective on the sixth (6th) day that he/she so works, and shall be returned to his/her regular rate of pay upon completion of his/her temporary assignment.

Section 8. Time Clocks may be used by departments located within the County Courthouse. The usage of time clocks shall be at the discretion of the department head. Upon request to the department head, employees and union representatives will be allowed to review time cards and the corresponding payroll sheets submitted to the Auditor's office.

ARTICLE 23

Discipline and Discharge

Section 1. The purpose of employee discipline is to advise the employee of an infraction in such a manner as to ensure that such behavior will not be repeated. To this end, and consistent with the aforementioned precept, employee discipline should not be accomplished in a manner calculated to unduly embarrass an employee. Disciplinary action which is subject to the provisions of this Article includes admonishment, written reprimand, suspension and discharge. The foregoing disciplinary actions are not necessarily to be taken in the chronological order listed.

Section 2. Types of Discipline:

Admonishment: an admonishment to an employee may be given either orally or in writing. The admonishment may be documented in writing should the department head, elected official or immediate supervisor deem it necessary. In the event that the admonishment is documented, the employee shall receive a copy.

Written Reprimand: a written reprimand is a documented written correspondence issued by the department head and/or elected official. The reprimand will state the action that caused the reprimand to be issued and what corrective action must be taken by the employee to ensure that violation does not reoccur. The employee will receive a copy of the written reprimand. A copy of the written reprimand, signed by the employee, will be submitted to the employee's personnel file. The employee may attach a written response to the reprimand which will be placed in the employee's personnel file. A written reprimand is not grievable.

Suspension: a department head or elected official may suspend any employee without pay for a period or period not exceed sixty (60) calendar days in any twelve (12) month period, however, no single suspension shall be for more than thirty (30) calendar days. The department head or elected official shall notify the employee in writing of the reasons for the action and the number of days of suspension. An employee who is suspended has the option to file a grievance.

Dismissal: a department head or elected official may dismiss any employee under his/her jurisdiction by delivering a written statement to the employee concerned. The communication shall indicate the reasons for the action and the date the dismissal is effective. If the department head or elected official wishes to make the action immediate, the employee may be placed on leave with pay pending the delivery to the employee of the written communication addressing the dismissal. An employee who is dismissed has the option to file a grievance, commencing at Step III of the Grievance Procedure.

ARTICLE 24
Benefits for Part-time Employees

A. Seniority

Section 1. Part-time employees shall be listed separately on the seniority list. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire.

In the event a part-time employee is hired as a full-time employee, the employee shall be credited with six (6) months of seniority for every full year of continuous service and shall be placed appropriately on the full-time seniority list.

B. Vacation

Section 1. Regular part-time employees of the County shall receive a pro-rated vacation benefit up to a maximum of 50% of the vacation leave allotted to full-time employees. The following schedule shall apply:

<u>Years of Service</u>	<u>Vacation</u>
After one (1) year of continuous service	5 days
After four (4) years of continuous service	7.5 days
After nine (9) years of continuous service	9 days
After fourteen (14) years of continuous service	10 days

One day of vacation shall be equal to the number of hours in an employee's normal work day.

C. Holidays

Section 1. All work performed on any observed holiday shall be compensated for at the rate of one and one-half (1 ½) times the actual number of hours worked on such holiday. In addition, employees shall receive holiday pay which shall constitute pay at straight time at the employee's normal rate of pay for the normal hours worked by the employee at the time of the observed holiday.

An employee shall receive compensation only one time for each holiday observed by the County, whether work is performed on the actual holiday or the observed holiday.

An employee shall not receive holiday pay if the holiday falls on the employee's regularly scheduled day off or if the employee was on any other type of leave except vacation.

D. Insurance

Section 1. Employees shall have the option of participating in any County insurance program at their own cost.

E. Longevity

Section 1. All regular part-time employees shall be paid, in addition to their base or normal hourly rate, longevity pay on an annual basis on their anniversary date, as follows:

<u>Years of Service</u>	<u>Annual</u>
Upon completion of five (5) years of service	\$100.00
Upon completion of ten (10) years of service	\$200.00

ARTICLE 25
Worker's Compensation

Section 1. An employee, including an introductory employee, who has been injured in the scope and course of his employment with the Employer and who is eligible for Worker's Compensation payments, may supplement his/her worker's compensation pay by utilizing sick leave. Employees may supplement sick leave up to the employee's "net pay".

ARTICLE 26
Cross Training Positions

Section 1. The Employer and the Union agree that employees should be cross trained between departments and offices where applicable. The Employer shall identify those positions which can be defined as a cross training position and will provide the Union with the list.

Section 2. The Employer and the Union agree that for the defined training period, employees will not be compensated at a higher pay scale should the training position be as such.

Section 3. Upon successfully completing the training period, an employee assigned into a cross training position shall be compensated at the assigned pay grade of the reassigned position. Under no circumstances will an employee suffer a reduction in pay. Employees who are assigned to a cross training position that is a higher job classification shall receive a minimum of a five percent (5%) salary adjustment.

Section 4. An employee may be transferred to a cross training position for a period not to exceed thirty (30) calendar days in a contract year unless the employee and the elected officials or department heads involved reach a mutual agreement to extend the thirty (30) calendar day period.

ARTICLE 27
Effective Period

Section 1. This agreement shall be effective July 1, 2005, and shall remain in full force and effect through June 30, 2007, with the following exceptions.

Section 2. This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not later than October 1, of each year that it wishes to modify this agreement.

Section 3. This agreement shall remain in full force and effect while negotiations are in progress.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives this 14th day of March, 2005.

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL #2364, COURTHOUSE

BY: Russell P. Pfeiffer
PRESIDENT

BY: Joe Tucker
MEMBER

BY: Jim
MEMBER

BY: Raela Baird
AFSCME/ IA COUNCIL 61

BY: Tom Dudenbury
COUNTY NEGOTIATOR

POTTAWATTAMIE COUNTY
BOARD OF SUPERVISORS

BY: Michael Houn
CHAIRMAN

BY: Debbie Kutz
MEMBER

BY: Betty Moats
MEMBER

BY: Chris
MEMBER

BY: R.T. Vn
MEMBER

APPENDIX "A"
POTTAWATTAMIE COUNTY STEP AND GRADE ASSIGNMENTS
EFFECTIVE JULY 1, 2005

<u>GRADE 1</u>	<u>GRADE 2</u>	<u>GRADE 3</u>	<u>GRADE 4</u>	<u>GRADE 5</u>
<u>GRADE 6</u>	<u>GRADE 7</u> Data Encoder Dietary/Cook Custodian Certified Nurse Aide	<u>GRADE 8</u> Microfilm Clerk Certified Medication Aide Account Clerk I *Clerk I Transfer Station Operator I GIS Trainee Receptionist	<u>GRADE 9</u> *Secretary I Laborer	<u>GRADE 10</u> Drainage Assessment Secretary II Clerk II Cashier Inspector I CIS Level I
<u>GRADE 11</u> GIS Level II	<u>GRADE 12</u> Administrative Assistant Maintenance Worker II GIS Level III Election Coordinator Transfer Station Attendant Transfer Station Operator II Zoning & Health Assistant Animal Control Officer (uncertified)	<u>GRADE 13</u> GIS Tech IV Tax & Deed Specialist I *Legal Assistant	<u>GRADE 14</u> Assist Building Supt. Assist to the Deputy Tax & Deed Specialist II Legal Assistant Certified Animal Control Officer	<u>GRADE 15</u> Account Clerk II Maintenance Worker III
<u>GRADE 16</u> Zoning & Health Inspector	<u>GRADE 17</u>	<u>GRADE 18</u> GIS Mapper	<u>GRADE 19</u>	<u>GRADE 20</u>

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APPENDIX "C"

UnitedHealthcare Options PPO *Plan 065*

PPO stands for "Preferred Provider Organization" and with our Options PPO plan, you have access to the largest network of physicians we have to offer. Choose from our growing national network of more than 325,000 doctors and specialists, as well as from more than 3,000 hospitals nationwide.

With so many network physicians and other providers, it's easy to find quality medical care while traveling, or for children who are away at school. You can even choose to see a specialist at any time, without a referral. Chances are, your doctor is already a part of our extensive physician network. If not, you can visit any out-of-network doctor and still enjoy your benefits with somewhat higher deductibles and copayments.

With our Options PPO plan, the vast majority of your health care needs are covered with little or no out-of-pocket costs when you visit a network doctor or facility. Plus, when you visit network doctors and hospitals, there aren't any claim forms or bills to worry about.

Some of the Important Benefits of Our Options PPO Plan for Covered Services:

Visit any physician within our vast nationwide network for cost savings and freedom from the hassle of paperwork.

See any specialist in our network without a referral.

Visit the hospital that best suits your needs from thousands of participating facilities nationwide. Emergencies are covered anywhere in the world.

Benefits are available for office visits and hospital care, as well as inpatient and outpatient surgery, when covered health services are provided.

Prenatal care is included.

Routine check-ups are included.

Childhood immunizations are provided.

Mammograms are included.

Pap smears are included.

Vision and hearing screenings are covered.

Care CoordinationSM services are available to help identify and prevent delays in care for those who might need specialized help.

Options PPO Benefits Summary

Types of Coverage

This Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine coverage. This benefit plan may not cover all of your health care expenses. More complete descriptions of Benefits and the terms under which they are provided are contained in the Certificate of Coverage that you will receive upon enrolling in the Plan.

If this Benefit Summary conflicts in any way with the Policy issued to your employer, the Policy shall prevail.

Terms that are capitalized in the Benefit Summary are defined in the Certificate of Coverage.

Where Benefits are subject to day, visit and/or dollar limits, such limits apply to the combined use of Benefits whether in-Network or out-of-Network, except where mandated by state law.

Network health care services under this benefit plan are covered only when provided, arranged, or authorized by a Network Physician.

*Prior Notification is required for certain services.

Network Benefits / Copayment Amounts

Annual Deductible: \$250 per Covered Person per calendar year, not to exceed \$500 for all Covered Persons in a family.

Out-of-Pocket Maximum: \$500 per Covered Person per calendar year, not to exceed \$1,000 for all Covered Persons in a family. The Out-of-Pocket Maximum does not include the Annual Deductible. Copayments for some Covered Health Services will never apply to the Out-of-Pocket Maximum as specified in Section 1 of the COC.

Maximum Policy Benefit: No Maximum Policy Benefit

Non-Network Benefits / Copayment Amounts

Annual Deductible: \$250 per Covered Person per calendar year, not to exceed \$500 for all Covered Persons in a family.

Out-of-Pocket Maximum: \$1,250 per Covered Person per calendar year, not to exceed \$2,500 for all Covered Persons in a family. The Out-of-Pocket Maximum does not include the Annual Deductible. Copayments for some Covered Health Services will never apply to the Out-of-Pocket Maximum as specified in Section 1 of the COC.

Maximum Policy Benefit: \$1,000,000 per Covered Person

1. Ambulance Services – Emergency only	Ground Transportation: 10% of Eligible Expenses Air Transportation: 10% of Eligible Expenses	Same as Network Benefit
2. Dental Services – Accident only	*10% of Eligible Expenses *Prior notification is required before follow-up treatment begins.	Same as Network Benefit
3. Durable Medical Equipment Network and Non-Network Benefits for Durable Medical Equipment are limited to \$2,500 per calendar year.	*10% of Eligible Expenses *Prior notification is required when the cost is more than \$1,000	*20% of Eligible Expenses *Prior notification is required when the cost is more than \$1,000
4. Emergency Health Services	*\$100 per visit *Notification is required if results in an Inpatient Stay.	Same as Network Benefit
5. Eye Examinations Refractive eye examinations are limited to one every other calendar year from a Network Provider.	\$15 per visit	20% of Eligible Expenses Eye Examinations for refractive errors are not covered.
6. Home Health Care Network and Non-Network Benefits are limited to 60 visits for skilled care services per calendar year.	*10% of Eligible Expenses	*20% of Eligible Expenses
7. Hospice Care Network and Non-Network Benefits are limited to 360 days during the entire period of time a Covered Person is covered under the Policy.	*10% of Eligible Expenses	*20% of Eligible Expenses
8. Hospital – Inpatient Stay	*10% of Eligible Expenses	*20% of Eligible Expenses
9. Injections Received in a Physician's Office	\$15 per visit	20% per injection
10. Maternity Services	Same as 8, 11, 12 and 13 No Copayment applies to Physician office visits for prenatal care after the first visit. *Notification is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.	Same as 8, 11, 12 and 13 *Notification is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.
11. Outpatient Surgery, Diagnostic and Therapeutic Services	10% of Eligible Expenses (except as covered under Physician Office Services).	20% of Eligible Expenses

YOUR BENEFITS

Types of Coverage	Network Benefits / Copayment Amounts	Non-Network Benefits / Copayment Amounts
12. Physician's Office Services	\$15 per visit. No Copayment applies when a Physician charge is not assessed.	20% of Eligible Expenses
13. Professional Fees for Surgical and Medical Services	10% of Eligible Expenses	20% of Eligible Expenses
14. Prosthetic Devices Network and Non-Network Benefits for prosthetic devices are limited to \$2,500 per calendar year.	10% of Eligible Expenses	20% of Eligible Expenses
15. Reconstructive Procedures	*Same as 8, 11, 12, 13 and 14	*Same as 8, 11, 12, 13 and 14
16. Rehabilitation Services - Outpatient Therapy Network and Non-Network Benefits are limited as follows: 20 visits of physical therapy; 20 visits of occupational therapy; 20 visits of speech therapy; 20 visits of pulmonary rehabilitation; and 36 visits of cardiac rehabilitation per calendar year.	\$15 per visit	20% of Eligible Expenses
17. Skilled Nursing Facility/Inpatient Rehabilitation Facility Services Network and Non-Network Benefits are limited to 60 days per calendar year.	*10% of Eligible Expenses	*20% of Eligible Expenses
18. Transplantation Services	*10% of Eligible Expenses	*20% of Eligible Expenses Benefits are limited to \$30,000 per transplant
19. Urgent Care Center Services	\$35 per visit	20% of Eligible Expenses
Additional Benefits		
Dental Services - Hospital/Medical	Same as 11 and 13	Same as 11 and 13
Diabetes Treatment	10% for equipment and supplies; \$15 per visit for diabetes self-management training	20% for equipment and supplies; \$30 per visit for diabetes self-management training *Prior notification is required when the cost is more than \$1,000.
Mental Health and Substance Abuse Services - Outpatient Must receive prior authorization through the Mental Health/Substance Abuse Designee. Network and Non-Network Benefits are limited to 20 visits per calendar year.	\$15 per individual visit; \$10 per group visit.	20% of Eligible Expenses
Mental Health and Substance Abuse Services - Inpatient and Intermediate Must receive prior authorization through the Mental Health/Substance Abuse Designee. Network and Non-Network Benefits are limited to 30 days per calendar year.	10% of Eligible Expenses	20% of Eligible Expenses
Mental Health Services - Serious Mental Illness (Outpatient)	Same as 11, 12 and 13	Same as 11, 12 and 13
Mental Health Services - Serious Mental Illness (Inpatient)	Same as 8 and 13	Same as 8 and 13
Spinal Treatment Benefits include diagnosis and related services and are limited to one visit and treatment per day. Network and Non-Network Benefits are limited to 24 visits per calendar year.	\$15 per visit	20% of Eligible Expenses
Temporomandibular Joint Disorder (TMJ) Benefits are subject to a Maximum Policy Benefit of \$2,500.	Same as 8, 11, 12, 13, 14, and 15	Same as 8, 11, 12, 13, 14, and 15

Exclusions

Except as may be specifically provided in Section I of the Certificate of Coverage (COC) or through a Rider to the Policy, the following are not covered:

A. Alternative Treatments

Acupressure; hypnosis; rolfing; massage therapy; aroma therapy; acupuncture; and other forms of Alternative Treatment.

B. Comfort or Convenience

Personal comfort or convenience items or services such as television; telephone; barber or beauty service; guest service; supplies, equipment and similar incidental services and supplies for personal comfort including air conditioners, air purifiers and filters, batteries and battery chargers, dehumidifiers and humidifiers; devices or computers to assist in communication and speech.

C. Dental

Except as specifically described as covered in Section I of the COC under the headings Dental Services - Accident only and Dental Services - Hospital/Medical, dental services are excluded. There is no coverage for services provided for the prevention, diagnosis, and treatment of the teeth, jawbones or gums (including extraction, restoration, and replacement of teeth, medical or surgical treatments of dental conditions, and services to improve dental clinical outcomes). Dental implants and dental braces are excluded. Dental x-rays, supplies and appliances and all associated expenses arising out of such dental services (including hospitalizations and anesthesia) are excluded, except as might otherwise be required for transplant preparation, initiation of immunosuppressives, or the direct treatment of acute traumatic injury, cancer, or cleft palate, or as described in Section I of the COC. Treatment for congenitally missing, malpositioned, or super numerary teeth is excluded, even if part of a Congenital Anomaly.

D. Drugs

Prescription drug products for outpatient use that are filled by a prescription order or refill. Self-injectable medications. Non-injectable medications given in a Physician's office except as required in an Emergency. Over-the-counter drugs and treatments.

E. Experimental, Investigational or Unproven Services

Experimental, Investigational or Unproven Services are excluded. The fact that an Experimental, Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in Benefits if the procedure is considered to be Experimental, Investigational or Unproven in the treatment of that particular condition.

F. Foot Care

Routine foot care (including the cutting or removal of corns and calluses); nail trimming, cutting, or debriding; hygienic and preventive maintenance foot care; treatment of flat feet or subluxation of the foot; shoe orthotics.

G. Medical Supplies and Appliances

Devices used specifically as safety items or to affect performance primarily in sports-related activities. Prescribed or non-prescribed medical supplies and disposable supplies including but not limited to elastic stockings, ace bandages, gauze and dressings, and ostomy supplies. Orthotic appliances that straighten or re-shape a body part (including some types of braces). Tubings and masks are not covered except when used with Durable Medical Equipment as described in Section I of the COC.

H. Mental Health/Substance Abuse

Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Services that extend beyond the period necessary for short-term evaluation, diagnosis, treatment, or crisis intervention. Treatment of insomnia and other sleep disorders, dementia, neurological disorders, and other disorders with a known physical basis.

Treatment of Mental Illnesses which will not substantially improve beyond the current level of functioning, or for conditions not subject to favorable modification or management according to generally accepted standards of psychiatric care, as determined by the Mental Health/Substance Abuse Designee, including, but not limited to, conduct and impulse control disorders; personality disorder; and paraphilias.

Services utilizing methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclozine, or their equivalents. Treatment provided in connection with or to comply with involuntary commitments, police detentions and other similar arrangements, unless authorized by the Mental Health/Substance Abuse Designee. Residential treatment services.

I. Nutrition

Megavitamin and nutrition based therapy; nutritional counseling for either individuals or groups.

Enteral feedings and other nutritional and electrolyte supplements, including infant formula and donor breast milk.

J. Physical Appearance

Cosmetic Procedures including, but not limited to, pharmacological regimens; nutritional procedures or treatments; salabrasion, chemosurgery and other such skin abrasion procedures associated with the removal of scars, tattoos, and/or which are performed as a treatment for acne. Replacement of an existing breast implant is excluded if the earlier breast implant was a Cosmetic Procedure. (Replacement of an existing breast implant is considered reconstructive if the initial breast implant followed mastectomy.)

Physical conditioning programs such as athletic training, bodybuilding, exercise, fitness, flexibility, and diversion or general motivation. Weight loss programs for medical and non-medical reasons. Wigs, regardless of the reason for the hair loss.

United HealthCare Insurance Company

K. Providers

Services performed by a provider with your same legal residence or who is a family member by birth or marriage, including spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself.

L. Reproduction

Health services and associated expenses for infertility treatments.

Surrogate parenting. The reversal of voluntary sterilization.

M. Services Provided under Another Plan

Health services for which other coverage is required by federal, state or local law to be purchased or provided through other arrangements, including but not limited to coverage required by workers' compensation, no-fault automobile insurance, or similar legislation. If coverage under workers' compensation or similar legislation is optional because you could elect it, or could have it elected for you, Benefits will not be paid for any Injury, Mental Illness or Sickness that would have been covered under workers' compensation or similar legislation had that coverage been elected.

Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health services while on active military duty.

N. Transplants

Health services for organ or tissue transplants are excluded, except those specified as covered in Section I of the COC. Any solid organ transplant that is performed as a treatment for cancer.

Health services connected with the removal of an organ or tissue from you for purposes of a transplant to another person. Health services for transplants involving mechanical or animal organs.

Any multiple organ transplant not listed as a Covered Health Service in Section I of the COC.

O. Travel

Health services provided in a foreign country, unless required as Emergency Health Services.

Travel or transportation expenses, even though prescribed by a Physician. Some travel expenses related to covered transplantation services may be reimbursed at our discretion.

P. Vision and Hearing

Purchase cost of eye glasses, contact lenses, or hearing aids. Fitting charge for hearing aids, eye glasses or contact lenses. Eye exercise therapy. Surgery that is intended to allow you to see better without glasses or other vision correction including radial keratotomy, laser, and other refractive eye surgery.

Q. Other Exclusions

Health services and supplies that do not meet the definition of a Covered Health Service - see definition in Section 10 of the COC.

Physical, psychiatric or psychological examinations, testing, vaccinations, immunizations or treatments otherwise covered under the Policy, when such services are: (1) required solely for purposes of career, education, sports or camp, travel, employment, insurance, marriage or adoption; (2) relating to judicial or administrative proceedings or orders; (3) conducted for purposes of medical research; or (4) to obtain or maintain a license of any type.

Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country.

Health services received after the date your coverage under the Policy ends, including health services for medical conditions arising prior to the date your coverage under the Policy ends.

Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Policy. However, Health Services are covered for treatment of Mental Illness and Substance Abuse in a publicly-funded Hospital licensed by the Nebraska Department of Health when those services would ordinarily be provided at no or reduced charge.

In the event that a non-Network provider waives Copayments and/or the Annual Deductible for a particular health service, no Benefits are provided for the health service for which Copayments and/or the Annual Deductible are waived.

Charges in excess of Eligible Expenses or in excess of any specified limitation.

Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), whether the services are considered to be medical or dental in nature, when Benefits for treatment of TMJ as described in Section I of your COC exceed \$2,500.

Upper and lower jaw bone surgery except as required for direct treatment of acute traumatic injury or cancer or as described in Section I of the COC under the heading Temporomandibular Joint Disorders.

Orthognathic surgery and jaw alignment, except as a treatment of obstructive sleep apnea.

Surgical treatment and non-surgical treatment of obesity (including morbid obesity).

Growth hormone therapy; sex transformation operations; treatment of benign gynecomastia (abnormal breast enlargement in males); medical and surgical treatment of excessive sweating (hyperhidrosis); medical and surgical treatment for snoring, except when provided as part of treatment for documented obstructive sleep apnea. Oral appliances for snoring.

Custodial care; domiciliary care; private duty nursing; respite care; rest cures.

Psychosurgery. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from injury, stroke or Congenital Anomaly.

This summary of Benefits is intended only to highlight your Benefits and should not be relied upon to fully determine coverage. This plan may not cover all your health care expenses. Please refer to the Certificate of Coverage for a complete listing of services, limitations, exclusions and a description of all the terms and conditions of coverage. If this description conflicts in any way with the Certificate of Coverage, the Certificate of Coverage prevails. Terms that are capitalized in the Benefit Summary are defined in the Certificate of Coverage.

APPENDIX "D"

DENTAL INSURANCE

Type I Services:

Type I services include procedures of a diagnostic or preventive nature. The procedures included are:

Clinical Oral Examinations:

Only one exam in any six (6) consecutive month period is a covered dental expense.

Emergency Treatment:

Palliative treatment of dental pain when no other dental services except X-rays are performed. Any X-ray taken in connection with palliative treatment is a separate dental service under this schedule. Emergency treatment will be paid as a separate service only if no other covered service was rendered during the regular office hours or after hours visit.

X-rays:

One complete series (with or without bitewings) in any thirty-six (36) consecutive month period is a covered dental expense. A panoramic (single film) is a complete series. One charge for bitewing X-rays in any six (6) consecutive month period is a covered dental expense. A maximum of twelve (12) periapical radiographs in any thirty-six (36) consecutive month period is a covered dental expense.

Dental Prophylaxis (with or without oral examination):

Only one dental prophylaxis in any six (6) consecutive month period is covered dental expense.

Fluoride Treatments:

Treatment is limited to dependent children under age nineteen (19). Only one dental service for fluoride treatments in any twelve (12) consecutive month period is a covered dental expense.

Sealants:

Topical application of sealants is limited to persons under fourteen (14) years of age. Only one treatment per tooth (permanent posterior only) or quadrant during any thirty-six (36) consecutive month period is a covered dental expense.

Space Maintainers:

Includes all adjustments within six (6) consecutive months after installation. Only the initial appliance for children under age twelve (12) is a covered dental expense.